



1700 \$

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 7,066,628 )  
David ALLEN ) Atty. Dkt. No.: 5211.067  
Serial No. ~~11/755,463~~ 10/755,463 )  
Filed: January 13, 2004 )  
For: Jacketed LED Assemblies And Lights )  
Strings Containing Same )

**MAIL STOP - PETITION**

Commissioner of Patents  
PO Box 1450  
Alexandria, VA 22313-1450

**PETITION TO CORRECT INVENTORSHIP IN PATENT PURSUANT TO 35  
U.S.C. § 256 AND 37 C.F.R. 1.324 AND PETITION UNDER 37 C.F.R. §1.47(a)**

Sir:

Fiber Optic Design, Incorporated ("Fiber Optic") is the owner of the invention disclosed and claimed in the above-referenced U.S. Patent No. 7,066,628 based on U.S. application serial no. 11/755,463. Fiber Optic hereby petitions the Commissioner to correct the inventorship of the above-identified U.S. Patent by adding Mark Allen as a co-inventor with the named inventor David Allen. Mark Allen refuses to sign the statement pursuant to 37 C.F.R. 1.324(a)(1), thus, the assignee asks the Commissioner to correct inventorship based on the attached documentation.

A similar Rule 47 petition (see Exhibit A) under Rule 47(a) was previously GRANTED (see Exhibit B) by the office of petitions based on the exact same disclosure and essentially on the same facts at hand, where Mark Allen refused to sign the Declaration.

12/19/2008 SZEWDIE1 00000199 500548 11755463  
01 FC:1464 130.00 DA

Pursuant to 37 C.F.R. 1.324(a), any request to correct inventorship of a patent must be accompanied by:

1. A statement from each person who is being added as an inventor that the inventorship occurred without any deceptive intent on his/her part;
2. A statement from the currently named inventors agreeing to the change of inventorship;
3. A statement from the assignee agreeing to the change of inventorship in the patent; and
4. The fee set forth in 37 C.F.R. 1.20(b).

It is noted that the child application based on U.S. application serial no. 11/755,463 included the same petition under 37 C.F.R. 47(a) which was granted based on the same facts present in this petition. See Exhibits A and B.

1. Statement of Mark Allen (omitted inventor)

Because Mark Allen refuses to execute the Statement under 37 C.F.R. 1.324(a)(1), the assignee hereby requests that the Commissioner correct the inventorship without the Statement from the person being added. The Declaration of Matthew Stavish, attached hereto as Exhibit C, establishing that Fiber Optic has requested Mark Allen to the statement pursuant to 37 C.F.R. 1.324(a)(1) and that Fiber Optic has receive a communication directly from Mark Allen and from Mark Allen's attorney confirming Mr. Allen's express refusal to sign the statement pursuant to 37 C.F.R. 1.324(a)(1). (Exhibit C, ¶ 3).

The above-captioned Patent No. 7,066,628 contains an invention for which Mark Allen is a co-inventor. As indicated in the attached Declaration of David Allen, Mr.

Allen was employed at Fiber Optic from May 1998 to December 25, 2003. (Exhibit D, ¶ 2). Mark Allen's invention set forth in this application occurred during and within the scope of his employment with Fiber Optic and prior to the date Mr. Allen left his employment with Fiber Optic. (Exhibit D, ¶ 2 & Attachment 1 thereto).

On November 15, 2008, an attorney for the assignee sent Mark Allen and his attorney, Raymond D. Mortier, Esq. a request to sign the required Statement as specified in 37 C.F.R. 1.324(a)(1). On December 03, 2008, Raymond Mortier, Esq. responded to say that Mark Allen would not sign the Statement, and on December 15, 2008 Mark Allen also sent assignee's attorney an e-mail explicitly refusing to sign any statement to correct inventorship. See Exhibit C, ¶ 3 and attachments thereto.

Based on the facts set forth in Exhibits C and D and Mark Allen's express refusal to sign the Statement under 37 C.F.R. 1.324 (a), assignee requests that the Commissioner correct the inventorship with the statement of the person being added.

2. Statement of David Allen (correctly named inventor)

The Statement of David Allen, the correctly-named inventor for the '628 patent, is set forth in Exhibit E at paragraph 3.

3. Statement by Assignee (Fiber Optic Designs)

The Declarations of David Allen, attached hereto as Exhibits D and E, provides proof of the ownership and proprietary interest of Fiber Optic with respect to the Patent Application and the right for Fiber Optic to make application on behalf and as agent for the uncooperative inventor inventor, Mark Allen. (Exhibit D, ¶¶ 2-3). The Declaration of David Allen further shows that this action is necessary to preserve the rights of Fiber Optic and prevent irreparable damage. (Exhibit D, ¶ 4). Moreover, the Declaration of

David Allen, Exhibit E, provides the required consent of the assignee to change the inventorship for US Patent 7,066,628 to add Mark Allen as an inventor.

As detailed in the Declaration of David Allen, Mark Allen was and remains obligated to assign the above referenced application to Fiber Optic as further supported by the Consulting Agreement (Exhibit D, ¶ 2 & Attachment 1 thereto). See page 5, paragraph 9 of the Consulting Agreement attached to Exhibit D as Attachment 1.

In fact, Mark Allen has executed assignments for the following prior applications from which the Patent Application claims priority benefits under 35 U.S.C. §§ 119/120:

<u>Serial Number</u>	<u>Date of Execution of Assignment</u>
09/141,914	August 28, 1998
60/119,804	June 21, 1999
09/339,616	June 21, 1999 (copy filed from parent)
09/819,736	July 31, 2002
09/243,835	continuation of 09/819,736
10/657,256	June 21, 1999 (copy filed from parent)

See Exhibit D, ¶ 3 & Attachment 2 thereto.

Attached hereto is a Declaration of David Allen stating that he is authorized to sign the declaration on behalf of Fiber Optic. Fiber Optic is entitled to make such application on behalf of and as agent for the inventor, Mr. Mark Allen, pursuant to 37 C.F.R. § 1.47(a), because the uncooperative inventor Mr. Mark Allen was employed by Fiber Optic at the time the invention was made and under an obligation under a Consulting Agreement (Exhibit D, ¶ 2 and Attachment 1 thereto) to cooperation in the above referenced application. Thus, Fiber Optic has a propriety interest in the invention.

Fiber Optic, therefore, respectfully requests that the Commissioner accept the request for correction of inventorship of the above-identified U.S. Patent No. 7,066,628 owned by Fiber Optic as the party to which the invention disclosed and claimed in said

patent belongs, and on behalf of the uncooperative inventor Mark Allen under 37 C.F.R.

§ 1.47(a).

4. Fee

The required fee of \$130 pursuant to 37 C.F.R. § 1.20(b) is enclosed.

The Commissioner is, however, hereby authorized to charge Applicant's representative's charge account 50-0548 for any fee deficiencies. Should the examiners believe further discussion would expedite prosecution they are invited to contact the undersigned at the number listed below.

Respectfully submitted,

Date:

By:



Matthew Stavish  
Registration No. 36,286  
Attorney for Applicant  
BERENATO, WHITE & STAVISH  
6550 Rock Spring Drive  
Suite 240  
Bethesda, Maryland 20817  
(301) 896-0600

# EXHIBIT A



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

ALLEN, et al.

Serial No. 11/357,405

Filed: February 17, 2006

For: JACKETED LED ASSEMBLIES AND  
LIGHT STRINGS CONTAINING SAME

Atty. Dkt. No.: 5211.052

**MAIL STOP - PETITION**

Commissioner of Patents

PO Box 1450

Alexandria, VA 22313-1450

**PETITION FOR FILING BY ASSIGNEE UNDER 37 C.F.R. §1.47(b)**

Sir:

Fiber Optic Design, Incorporated ("Fiber Optic") is the owner of the invention disclosed and claimed in the above-referenced Patent Application Serial No. 11/357,405.

Fiber Optic hereby petitions the Commissioner to accept the filing of the above-identified U.S. Patent Application (hereinafter "Patent Application") by the party having sufficient proprietary interest, Fiber Optic, under 37 C.F.R. § 1.47(b) and accept the declaration executed by Fiber Optic Incorporated on behalf of an uncooperative inventor Mr. Mark Allen. Also attached hereto is the declaration signed by the cooperative co-inventor David Allen.

The Declaration of David Allen, attached hereto as Exhibit A, provides proof of the ownership and proprietary interest of Fiber Optic with respect to the Patent Application and the right for Fiber Optic to make application on behalf and as agent for the uncooperative inventor inventor, Mark Allen. (Exhibit A, ¶¶ 2-3). The Declaration of David Allen further shows that this action is necessary to preserve the rights of Fiber Optic and prevent irreparable damage. (Exhibit A, ¶ 4). Additionally, the Declaration of Greg Tamkin, attached hereto as Exhibit B, establishing that Fiber Optic has forwarded of application and declaration to Mark Allen and that Fiber Optic has receive an email from Mark Allen refusing to sign the declaration/power of attorney. (Exhibit B, ¶¶ 2-3).

The name and most recently known address of the uncooperative inventor of this application is as follows:

Mr. Mark Allen  
484 Summer View Circle  
Encinitas, CA 92024

The above-captioned patent application contains an invention for which Mr. Mark Allen is a co-inventor. Mark Allen's invention set forth in this application occurred during and within the scope of his employment with Fiber Optic and prior to the date Mr. Allen left his employment with Fiber Optic. (Exhibit A, ¶ 2 & Attachment 1 thereto). As indicated in the attached Declaration of David Allen, Mr. Allen was employed at Fiber Optic from May 1998 to December 25, 2003. (Exhibit A, ¶ 2).

As detailed in the Declaration of David Allen, Mark Allen was and remains obligated to assign the above referenced application to Fiber Optic as further supported by the Consulting Agreement (Exhibit A, ¶ 2 & Attachment 1 thereto). See page 5, paragraph 9 of the Consulting Agreement attached to Exhibit A as Attachment 1.



In fact, Mark Allen has executed assignments for the following prior applications from which the Patent Application claims priority benefits under 35 U.S.C. §§ 119 and 120:

<u>Serial Number</u>	<u>Date of Execution of Assignment</u>
09/141,914	August 28, 1998
60/119,804	June 21, 1999
09/339,616	June 21, 1999 (copy filed from parent)
09/819,736	July 31, 2002
09/243,835	continuation of 09/819,736
10/657,256	June 21, 1999 (copy filed from parent)

See Exhibit A, ¶ 3 & Attachment 2 thereto.

Gregory Tamkin electronically mailed (e-mail) a copy of the application papers and declaration to Mark Allen. As evidence by the attached redacted e-mails, a complete copy of the specification, drawings and Declaration/Power of Attorney were delivered and reviewed by the uncooperative inventor Mark Allen. (Exhibit B, ¶ 2 & Attachment 1 thereto). However, Mr. Allow expressly refused to cooperate or sign the declaration and, to date, Fiber Optic has received no executed declaration. (Exhibit B, ¶ 3 & Attachment 2 thereto).

The attempts made by Fiber Optic to obtain Mr. Allen's cooperation and join in the above-captioned patent application are detailed in the attached Exhibits B and Attachments 1 and 2 thereto.

Because Mr. Allen has expressly refused to cooperate, the attached declaration signed by Fiber Optics (see Exhibit C) should be accepted in the absence of the uncooperative co-inventor and allow the prosecution of the above captioned invention to preserve Fiber Optic's proprietary interest. Attached hereto is a Declaration of David Allen stating that he is authorized to sign the declaration on behalf of Fiber Optic. Fiber

Optic is entitled to make such application on behalf of and as agent for the inventor, Mr. Mark Allen, pursuant to 37 C.F.R. § 1.47(b), because the uncooperative inventor Mr. Mark Allen was employed by Fiber Optic at the time the invention was made and under an obligation under a Consulting Agreement (Exhibit A, ¶ 2 and Attachment 1 thereto) to cooperation in the above referenced application. Thus, Fiber Optic has a propriety interest in the invention.

Fiber Optic, therefore, respectfully requests that the Commissioner accept the filing of the above-identified U.S. Patent Application by Fiber Optic as the party to which the invention disclosed and claimed in said patent application belongs, and on behalf of the uncooperative inventor Mark Allen under 37 C.F.R. § 1.47(b). The required fee pursuant to 37 C.F.R. § 1.17(h) is enclosed. The Commissioner is, however, hereby authorized to charge Applicant's representative's charge account 50-0548 for any deficiencies.

A Declaration and Power of Attorney executed by Fiber Optic on behalf of Mark Allen is attached hereto as Exhibit C.

Should the examiners believe further discussion would expedite prosecution they are invited to contact the undersigned at the number listed below.

Respectfully submitted,

Date: 5/22/2006

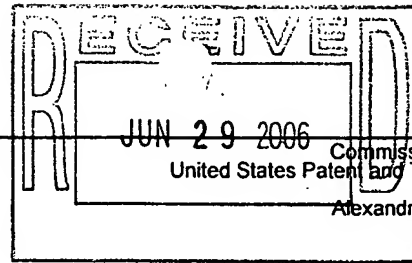
By: 

Matthew Stavish  
Registration No. 36,286  
Attorney for Applicant  
BERENATO, WHITE & STAVISH  
6550 Rock Spring Drive  
Suite 240  
Bethesda, Maryland 20817  
(301) 896-0600

# EXHIBIT B



UNITED STATES PATENT AND TRADEMARK OFFICE



BERENATO, WHITE & STAVISH  
SUITE 240  
6550 ROCK SPRING DRIVE  
BETHESDA MD 20817

COPY MAILED

JUN 28 2006

OFFICE OF PETITIONS

In re Application of  
Mark R. Allen et al.  
Application No. 11/357,405  
Filed: February 21, 2006  
Attorney Docket No. 5211.052

:  
:  
: DECISION ACCORDING STATUS  
: UNDER 37 CFR 1.47(a)  
:

This is in response to the petition filed under 37 CFR 1.47(b) on May 22, 2006 which is treated under 37 CFR 1.47(a).

The petition is **GRANTED**.

The above-identified application was filed on February 21, 2006, naming Mark R. Allen and David Allen as joint inventors but without an executed oath or declaration. Accordingly, a Notice to File Missing Parts was mailed March 22, 2006 requiring an executed oath or declaration.

In response, the instant petition and an oath or declaration executed only by joint inventor David Allen was filed, seeking status under 37 CFR 1.47 claiming Mr. Mark R. Allen expressly refuses to execute the declaration.

At the outset, petitioner is advised that if none of the named inventor(s) will sign the oath or declaration, a petition under 37 CFR 1.47(b) must be filed. If some of the named inventors signed the oath or declaration and one or more of the named inventors have not signed the declaration, a petition under 37 CFR 1.47(a) must be filed. In the instant case, two inventors have been named but the oath or declaration is missing the signature of only one of the named inventors, thus, this petition will be treated under 37 CFR 1.47(a).

A grantable petition under 37 CFR 1.47(a) requires: (1) proof that the non-signing inventor cannot be reached or refuses to sign the oath or declaration after having been presented with the application papers (specification, claims and drawings); (2) an acceptable oath or declaration in compliance with 35 U.S.C. §§ 115 and 116; (3) the petition fee; and (4) a statement of the last known address of the non-signing inventor.

The petition bears proof that the application papers were sent to the non-signing inventors at his last known email address and that he has responded, by email, expressly refusing to execute a power of attorney. Although Mr. Mark R. Allen does not indicate his refusal to execute the oath or declaration and to cooperate with the filing of the instant application, the fact that he has been forwarded the application papers and has not to date returned any executed documents, we will construe his actions to be that of a refusal.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). In view thereof, this application is hereby accorded Rule 1.47(a) status.

Thus, as provided in Rule 1.47c, this Office will forward notice of this application's filing to the non-signing inventor at the address given in the petition. Notice of the filing of this application will also be published in the Official Gazette.

This matter is being referred to Technology Center 2875 for examination in due course.

Telephone inquiries concerning this matter may be directed to the undersigned Petitions Attorney at (571) 272-3212.

A handwritten signature in cursive script, reading "Patricia Faison-Ball".

Patricia Faison-Ball  
Senior Petitions Attorney  
Office of Petitions



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
[www.uspto.gov](http://www.uspto.gov)

MARK R. ALLEN  
484 SUMMER VIEW CIRCLE  
ENCINITAS, CA 92024

COPY MAILED

JUN 28 2006

OFFICE OF PETITIONS

In re Application of  
Mark R. Allen et al.  
Application No. 11/357,405  
Filed: February 21, 2006


For: **JACKETED LED ASSEMBLIES AND LIGHT STRINGS CONTAINING SAME**

Dear Mr. Allen:

You are named as a joint inventor in the above identified United States patent application, filed under the provisions of 35 U.S.C. 116 (United States Code), and 37 CFR 1.47(a), Rules of Practice in Patent Cases. Should a patent be granted on the application you will be designated therein as a joint inventor.

As a named inventor you are entitled to inspect any paper in the file wrapper of the application, order copies of all or any part thereof (at a prepaid cost per 37 CFR 1.19) or make your position of record in the application. Alternatively, you may arrange to do any of the preceding through a registered patent attorney or agent presenting written authorization from you. If you care to join the application, counsel of record (see below) would presumably assist you. Joining in the application would entail the filing of an appropriate oath or declaration by you pursuant to 37 CFR 1.63.

Telephone inquiries regarding this communication should be directed to the undersigned Petitions Attorney at (571) 272-3212. Requests for information regarding your application should be directed to the File Information Unit at 703/308-2733. Information regarding how to pay for and order a copy of the application, or a specific paper in the application, should be directed to Certification Division at 703/308-9726 or 1-800-972-6382 (outside the Washington D.C. area).

  
Patricia Faison-Ball  
Senior Petitions Attorney  
Office of Petitions

cc:  
BERENATO, WHITE & STAVISH  
SUITE 240  
6550 ROCK SPRING DRIVE  
BETHESDA MD 20817

# EXHIBIT C

**MAIL STOP - PETITION**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re U.S. Patent No. 7,066,628	)	
	)	
David ALLEN	)	Atty. Dkt. No.: 5211.019
	)	
Serial No. <del>11/755,463</del> 10/755,463	)	
	)	
Filed: January 13, 2004	)	
	)	
For: Jacketed LED Assemblies And Lights	)	
Strings Containing Same	)	

**MAIL STOP - PETITION**

Commissioner of Patents  
PO Box 1450  
Alexandria, VA 22313-1450

**DECLARATION OF MATTHEW STAVISH**

Sir:

I, Matthew Stavish, declare and say:

1. I am an attorney with the firm of Berenato, White & Stavish, who represents Fiber Optic Design, Incorporated ("Fiber Optic") in various intellectual property matters. I have first-hand knowledge of the facts surrounding the error of inventorship in the above-captioned Patent No. 7,066,628 and the refusal of one inventor, Mr. Mark Allen, to execute the Statement required to correct the inventorship of an issued patent pursuant to 37 C.F.R.1.324(a)(1), and I respectfully submit that this Declaration will provide evidence sufficient to meet the requirements of 37 C.F.R. § 1.47(a).



2. On January 13, 2004, I filed the above-captioned patent application listing only David Allen as the sole inventor. This error of inventorship arose without any deceptive intent on the part of the named inventor; i.e., David Allen, or on the part of the person who through error was not named as an inventor; i.e., Mark Allen.

3. On November 15, 2008, I sent Mark Allen and his attorney, Raymond D. Mortier, Esq. a request to sign the required Statement as specified in 37 C.F.R. 1.324(a)(1). On December 03, 2008, Raymond Mortier, Esq. responded to say that Mark Allen would not sign the Statement, and on December 15, 2008 Mark Allen also sent me the attached e-mail explicitly refusing to sign any statement to correct inventorship. See attachments hereto.

5. As of the date of this Affidavit, no further response has been received from either Mark or his attorney. In a prior application, Mark Allen expressly refused to sign any papers or assist with the correction of inventorship for the above-captioned U.S. Patent No. 7,066,628.


6. I previously filed a similar petition under Rule 47(a) for a prior application (Serial No. 11/357,405) in the same chain of pendency as the instant application – based on substantially the same facts. My prior petition was granted. See Exhibit B.

7. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that

such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 12/18/2008

By:   
Matthew Stavish  
Attorney  
Berenato, White & Stavish  
6550 Rock Spring Drive, Suite 240  
Bethesda, Maryland 20817  
(301) 896-0600

---

Date: Mon, 15 Dec 2008 07:33:14 -0800 [12/15/2008 10:33:14 AM EST]

From: DrMAL <drmal@cox.net>

To: stavish@his.com, rmortier@pacbell.net

Subject: RE: Patent Issues - FOD

---

This is spelled out in plain English below. David Allen has not invented anything and it is illegal for me to sign any form of co-inventors. YES I STILL REFUSE TO DO ANY SUCH ILLEGAL ACT. The CORRECT thing to do is to rename all patents as they should be: with me as sole inventor, and also allow me to correct the mistakes in them. Thank you,  
Dr. Mark R. Allen

-----Original Message-----

From: stavish@his.com [mailto:stavish@his.com]

Sent: Monday, December 15, 2008 7:25 AM

To: rmortier@pacbell.net

Cc: Mark Allen

Subject: Re: Patent Issues - FOD

Dear Ray,

I am having server problems e-mailing you from my office so this message again is coming from my personal account.

Please confirm that Mark refuses to sign any paperwork that names BOTH Mark and David as co-inventors. I just want my records to be clear.

Regards,  
Matt Stavish

Quoting Ray Mortier <rmortier@pacbell.net>:

>  
> Matt - I received your letter and Dr. Allen sent me the following  
> statement which lays out his position:  
>  
> -----  
>  
> In consistency with the law, we should reply with the fact that I  
> was/am the sole inventor of this and all other patents under David  
> Allen's name. My refusal to sign or agree with anything naming  
> David Allen as co-inventor is nothing other than obeying the law.  
> In order for any sort of future cooperation in this, all such  
> patents must be legally named.  
>  
> In addition, my FET patent somehow lost its assignment to Luxidein  
> or to me personally. Here, David Allen agreed for me to have sole  
> ownership of this patent under FOD's expense, including a PCT  
> involving Canada. This also needs to be fixed in order to be legal.  
>  
> Finally, I had signed the PCT for each earlier patent under the  
> agreement that they be filed in Canada and Mexico which David Allen  
> failed to do and didn't tell me. This also needs to be fixed.  
>  
> I would be happy to continue with genuine improvements (rather than  
> regurgitate my older material previously given to David Allen) and  
> technically fix the mistakes in the later (2004 onward) patents  
> where David Allen claimed to have some part in invention. All of  
> the above is very much for the good of FOD and its licensee HCI.  
>  
> -----  
>  
> Thank you,  
>  
> Ray Mortier

---

# EXHIBIT D

**MAIL STOP - PETITION**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:	)	
	)	
ALLEN, et al.	)	Atty. Dkt. No.: 5211.052
	)	
Serial No. 11/357,405	)	
	)	
Filed: February 17, 2006	)	
	)	
For: JACKETED LED ASSEMBLIES AND	)	
LIGHT STRINGS CONTAINING SAME	)	

**MAIL STOP - PETITION**  
Commissioner of Patents  
PO Box 1450  
Alexandria, VA 22313-1450

**DECLARATION OF DAVID ALLEN**

Sir:

I, David Allen, declare and say:

1. I am President of Fiber Optic Design, Incorporated ("Fiber Optic") and I have first-hand knowledge of the facts surrounding the refusal of one inventor, Mr. Mark Allen, to execute the Declaration for the above-identified application (hereinafter "Patent Application"), and I respectfully submit that this Declaration will provide evidence sufficient to meet the requirements of 37 C.F.R. 1.47(b).

2. As evidenced by the attached "Consulting Agreement" (Attachment 1 hereto), Mark Allen was employed by Fiber Optic beginning April 18, 1998 and was obligated to assign all inventions to Fiber Optic. See paragraph 9 of Attachment 1. Mark Allen's employment ended December 25, 2003. During this time period, Mark Allen was a co-inventor of subject matter included in the Patent Application based on activity performed as part of his duties as a consultant for Fiber Optic.

3. The Patent Application claims the benefit of a number of prior US patent applications under 35 U.S.C. 119 and 120. Mark Allen has executed assignments for the following applications:

<u>Serial Number</u>	<u>Date of Execution of Assignment</u>
09/141,914	August 28, 1998
60/119,804	June 21, 1999
09/339,616	June 21, 1999 (copy filed from parent)
09/819,736	July 31, 2002
09/243,835	continuation of 09/819,736
10/657,256	June 21, 1999 (copy filed from parent)

The respective assignments executed by Mark Allen are attached as Attachment 2 hereto.

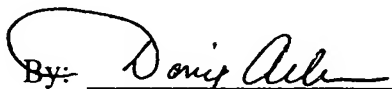
4. On March 22, 2006, the U.S. Patent and Trademark Office mailed a Notice to File Missing Parts of Non-Provisional Application filed under 37 C.F.R. 1.53(b). Fiber Optic must timely respond to the Notice or the application will go abandoned, thus resulting in irreparable harm.

5. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that

such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: *May 12, 2006*

By:   
David Allen  
President  
Fiber Optic Design, Inc.

CONSULTING AGREEMENT

This Agreement is made the 18<sup>th</sup> day of April, 1998 by and between

Corporation: Fiber Optic Designs, Inc.  
704 Floral Vale Boulevard  
Yardley, Pennsylvania 19067  
(a Pennsylvania Corporation)

and

Consultant: Mark Allen  
8040 Girard Avenue, No. 5  
Lajolla, CA 92037

Effective Date: April 1, 1998

**BACKGROUND**

The Consultant is an electrical engineer familiar with the design and manufacture of lighting systems (the "Lighting Systems"). The Corporation is in the business of designing and developing certain Lighting Products and Lighting Systems utilizing light emitting diodes and fiber optic lighting. Consultant and the Corporation desire to enter into a Consulting Agreement for Consultant to provide engineering and design services to the Corporation under the following terms and conditions set forth in this Agreement.

This is intended to be an interim Agreement with compensation in the form of stock in the Corporation. The parties expect that the Corporation will develop a product or products, market and sell the product(s) and eventually have revenues sufficient to pay for additional services. At such time, the parties anticipate substantially revising this Agreement.

*DMH*  
1/10



### 1. ENGAGEMENT OF CONSULTANT

The Corporation engages Consultant and Consultant agrees to be engaged by Corporation as an independent contractor to assist the Corporation in the design and development of lighting systems as more particularly set forth below.

### 2. DUTIES

Consultant shall provide design and electrical engineering services to the Corporation under the direction of the Corporation's President, David Allen. Consultant will devote such time, energy and skill as is necessary to design and develop the Lighting Systems on behalf of the Corporation.

Consultant is currently engaged in certain other employment and business ventures, all of which have been disclosed to Corporation. So long as Consultant does not compete with the Corporation (as set forth in Section 11) and there is no interference with Consultant's obligations under this Agreement, Consultant is permitted to engage in any other business, employment or consulting activities as he desires.

Consultant will devote sufficient time, ability, energy and attention to the services to be performed under this Agreement and complete those assignments made by Corporation to Consultant in a timely and professional manner. Consultant may provide services at his own office or home and at such locations as may be convenient.

### 3. COMPENSATION

The Consultant shall be paid 690 shares of common stock of the Corporation no par value ("Shares") with a market value of \$1.00 per share. The shares of common stock will be issued Promptly upon the signing of this Agreement.

*DAV*  
2/10

4. RELATIONSHIP OF THE PARTIES

Consultant is neither an agent nor employee of the Corporation for any purpose, and neither Consultant nor any of Consultant's employees are entitled to any of the benefits that the Corporation provides its own employees. Consultant will provide such supplies and equipment required to perform his duties.

Consultant will be responsible for the payment of all federal, state and local income taxes including social security, employment insurance and worker's compensation insurance expenses for himself and his employees and will indemnify and hold Corporation harmless against any and all loss, damage, expense and liability arising from the failure to pay same, including any interest and penalties that may be incurred. Corporation is not responsible for paying any social security, withholding tax, unemployment insurance, medical insurance, liability insurance, worker's compensation insurance or any other type of similar expense on behalf of Consultant on or behalf of any Consultant's employees.

5. TERM

Subject to earlier termination pursuant to Section 7 this Agreement shall be for a term of two years from the Effective Date through March 31, 2000.

6. AUTHORITY TO BIND THE CORPORATION

Consultant shall have no authority to enter into contracts binding upon the Corporation nor to create any obligations on the part of the Corporation in the normal course of business.

*DMH*  
3/10

## 7. TERMINATION

(a) Termination at End of Term. This Agreement shall terminate absolutely at the end of the term unless extended by agreement of the parties.

(b) Termination by Mutual Agreement. This Agreement may be terminated at any time upon mutual agreement of the parties.

(c) Termination for Cause. This Agreement may be terminated for cause as defined below, upon five (5) days prior written notice from the Corporation to the Consultant upon the occurrence or act by the Consultant of any one or more of the following events:

- (i) fraud,
- (ii) dishonesty,
- (iii) other material and willful misconduct by the Consultant.

## 8. PROCEDURE UPON TERMINATION

Upon termination, Executive shall promptly return the Corporation all documents (including copies) and other materials and property to Corporation, pertaining to its business, including without limitation designs and drawings and Lighting Systems, customer and prospect lists, manufacturers, contracts, files, manuals, letters, reports and records in his possession or control, no matter from whom or in what manner acquired.

*DMT*  
4/10

## 9. OWNERSHIP; DISCOVERIES

Except as set forth in this Section, Consultant shall communicate to Corporation, in writing when requested, and preserve as confidential information of Corporation, all designs, inventories, lighting systems, schematics, ideas, marketing concepts, software ideas and other ideas relating to the business of the Corporation or products of the Corporation which are conceived, developed, created, or made by Consultant, whether along or jointly with others, at any time (during or after business hours) during the term of this Agreement with Corporation (such concepts, ideas and designs are referred to as "Discoveries") or have been made heretofore by the Consultant in relation to business of the Corporation. All Discoveries shall be owned by the Corporation and shall be the Corporation's exclusive property, and Consultant shall, at Corporation's expense, sign all documents and take such other actions as they may reasonably request to confirm that the Corporation is the owner of the Discoveries.

## 10. NONDISCLOSURE

At all times after the date of this Agreement, except with Corporation's express prior written consent or in connection with the proper performance of services under this Agreement, Consultant shall not, directly or indirectly, communicate, disclose or divulge to any Person (as defined in Section 16 below) or use for the benefit of any Person, any confidential or proprietary knowledge or information, no matter when or how acquired, concerning the business of the Corporation or the conduct and details of the business of Corporation including, but not limited to, (a) names of customers, locations, prospects and suppliers, (b) details of schematics, lighting systems, inventions, or contracts, proposals or other business arrangements with clients, prospects and suppliers, (c) marketing methods, trade secrets, financial condition, and (d) software,

*DMH*  
5/10

source code, technical documentation and other information. For purposes of this Section 10, confidential information shall not include any information which is now known by the general public, or which becomes known by the general public other than as a result of any improper act or omission of Executive.

#### 11. RESTRICTIVE COVENANT

##### (a) Covenant Not To Compete or Solicit

The Corporation is in the business of design, development, manufacture and sale of Lighting Systems throughout the World. As a material inducement to entering this Agreement, Consultant agrees and covenants that while he is Consultant of the Corporation and for a period of two (2) years thereafter he:

(1) shall be restricted from competing with the Corporation, directly or indirectly on his own behalf or through third parties, in any manner whatsoever as a shareholder, director, officer, joint venturer, partner, sole proprietor, investor or, in any other ownership capacity whatsoever, or as an employee, consultant, agent, or representative of or for a competing business throughout the World;

(2) shall not either directly or indirectly on his own behalf or through third parties solicit or attempt to solicit or do business or attempt to do business with any of the distributors, retailers, clients or customers (collectively "Customers") of the Corporation who are or were Customers of the Corporation at any time during the preceding two (2) years prior to his termination of employment with respect to any of the Corporation's business or businesses of its subsidiaries or affiliates for a competing business; and

(3) shall not communicate with or solicit any person or entity who is, or during a six (6) month period prior

*DMH*  
6/12

to his termination of employment an employee, salesman, contractor, agent or representative (hereinafter collectively "Employee or Contractor"), of the Corporation in any manner which interferes or which might interfere with such Employee's or Contractor's relationship with the Corporation or in an effort to obtain such Person as a an employee, salesman, contractor, agent or representative of any entity or business which competes with the Corporation's business.

(b) Covenant Not to Violate Corporate Confidences

The parties agree and acknowledge that the Consultant will have access to and will become aware of confidential information and trade secrets including Customer data, files, and business techniques, (collectively, "Confidential Information") and that this confidential information (1) is not generally available to the public, (2) has been compiled at the Corporation's expense and over a substantial amount of time, (3) is critical to the Corporation's ability to compete in the industry in which it does business, and (4) if disclosed or released will be greatly and irreparably damage the Corporation's business. Therefore, as a material inducement to entering into this Agreement, Consultant agrees and covenants that he will not, while he is a Consultant or during a two (2) year period beginning on the date of termination of this Agreement, either disclose or divulge this confidential information to anyone or use this confidential information in any manner to compete with the Corporation.

12. REMEDIES

The Consultant acknowledges and agrees that the Corporation's remedy at law for a breach or threatened breach of any of the provisions of Section 9, Section 10 or Section 11 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the

*DMH*  
7/10

Consultant of any of the provisions of Section 9, Section 10 or Section 11 of this Agreement, it is agreed that, in addition to any remedy at law, the Corporation shall be entitled to without posting any bond, and the Consultant agrees not to oppose the Corporation's request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. Nothing herein contained shall be construed as prohibiting the Corporation from pursuing any other remedies available to it for such breach or threatened breach. If a court of law having jurisdiction grants any equitable remedy to the Corporation seeking to enforce the provisions of this Agreement, the Executive shall reimburse the Corporation for all reasonable attorneys' fees and costs incurred in seeking to enforce this Agreement.

#### 13. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall in no event affect the validity or enforceability of any other provision. With respect to the provisions of Section 11 of this Agreement, in the event any court of competent jurisdiction determines that such provisions are unreasonable or contrary to law with respect to their time or geographic restriction, or both, the parties hereto authorize such court to substitute such restrictions as it deems appropriate without invalidating such paragraph and/or this Agreement.

#### 14. ASSIGNMENT

Corporation may assign its rights and duties under this Agreement to any party without the consent of Consultant. This Agreement, being for the personal services of Consultant, shall not be assigned by him.

*DMH* 8/10

## 15. OTHER PROVISIONS

This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous, oral or written, express or implied, agreements and understandings. This Agreement shall not be modified or terminated except in writing. No action taken by Corporation under this Agreement, including without limitation any waiver, consent or approval, shall be effective unless approved by Corporation's Board of Directors. This Agreement shall inure to the benefit of and bind each of the parties hereto and the successors and assigns of Corporation and the personal representatives, estate and heirs of Executive. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. Any headings preceding the text of any of the Sections of Subsections of this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its construction, meaning, or effort.

## 16. DEFINITION

Person. "Person" means any individual, corporation, partnership, sole proprietorship, joint venture, association, cooperative, trust, estate, governmental body, administrative agency, regulatory authority or other entity of any nature.

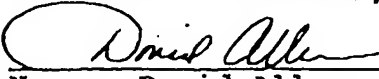
*DMT* 9/10



WITNESS the due execution and delivery hereof on the  
date first above written.

CORPORATION:

FIBER OPTIC DESIGNS, INC

  
Name: David Allen  
Title: President

CONSULTANT:

 4/18/98  
Mark Allen

 19/10

**ASSIGNMENT**

IN CONSIDERATION of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, Mark R. Allen, residing at 7863 Girard Avenue, Suite 310A, LaJolla, California, 92037, intending to be legally bound;

HEREBY SELL, assign and transfer to Fiber Optic Designs, Inc., a corporation of Pennsylvania, having a place of business at 704 Floral Vale Boulevard, Yardley, Pennsylvania, 19067, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent which has been executed by the undersigned concurrently herewith and which is entitled

**LED LIGHT STRING EMPLOYING SERIES-PARALLEL BLOCK COUPLING**

and in and to said application and all divisional, continuation, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements, including the right to claim in other countries the right of priority of any of said applications under the (Paris) International Convention; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

AGREE THAT said Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuation, substitute, renewal, reissue, and all other patent applications on any and all said improvements, execute all rightful oaths, Assignments, Powers of Attorney and other papers, communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives;

COVENANT WITH said Assignee, its successors, assigns and legal representatives that no Assignment, grant, mortgage, license or other Agreement affecting the rights and property herein conveyed have been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned; and

AUTHORIZE MY attorneys, Gerard J. Weiser, Esq., Reg. No. 19,763, Steve Mendelsohn, Esq., Reg. No. 35,951, and Ian M. Hughes, Esq., Reg. No. 41,083, of the Firm of Weiser & Associates, P.C. or any of them, to enter in the blank spaces provided for that purpose below the Serial Number and filing date of the United States Patent Application to which this document applies, when that information becomes known.

Mark R. Allen  
Mark R. Allen

Before me this \_\_\_\_ day of \_\_\_\_\_, 1998 personally appeared the person above-identified, to me personally known to be the person of that name who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or Type Name)

The foregoing Assignment applies to U.S. Patent Application Serial No. \_\_\_\_\_ filed \_\_\_\_\_ and entitled LED LIGHT STRING EMPLOYING SERIES-PARALLEL BLOCK COUPLING.

\_\_\_\_\_  
IAN M. HUGHES, ESQ.  
Reg. No. 41,083

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Diego

On August 24, 1998 before me, Lottie Jane Strachan, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared - - - Mark R. Allen - - -,  
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lottie Jane Strachan  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL uf  
☒ CORPORATE OFFICER

V.P./CtO

TITLE(S)

☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

Assignment

TITLE OR TYPE OF DOCUMENT

two

NUMBER OF PAGES

no date

DATE OF DOCUMENT

none

SIGNER(S) OTHER THAN NAMED ABOVE

AS03A/REV01

**Docket No.**  
**1009.004CIP**

**Assignment of Rights, Title and Interest in Invention**  
(Multiple inventors; single assignee)

Docket No.  
1009.004CIP

*This is an Assignment of the following rights, title and interest: (check all that apply):*

- ☒ *United States of America rights, title and interest in the invention*  
☒ *Foreign rights, title and interest in the invention*  
☒ *United States Patent Application Serial No.* 09/141,914

*Date of Execution:* 8/24/98

*Date of Filing:* 8/28/98

- ☒ *United States Provisional Patent Application Serial No.* 60/119,804  
☐ *United States Patent No(s).* \_\_\_\_\_  
☐ *International (PCT) Patent Application Serial No.* \_\_\_\_\_  
☐ *Other (specify)* \_\_\_\_\_

**Title of the Invention**

PREFERRED EMBODIMENT TO LED LIGHT STRING

**Inventors (assignors)**

<i>Name</i>	<i>Address</i>
Mark R. Allen	1257 Silverado Street, La Jolla, CA 92037

**Assignee**

LAW OFFICES  
 Wilson & Associates, P.C.  
 SUITE 500  
 230 SO. 4TH STREET  
 PHILADELPHIA, PA 19106  
 (215) 675-0383  
 FACSIMILE (215) 675-0384

*Name*

*Address*

Phaser Optic Designs, Inc.

704 Floral Vale Boulevard  
 Yardley, PA 19067

**Docket No.**  
**1009.004CIP**

And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee:

We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissues or retrials of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.

*Inventors' Signatures (If Notarization is desired, do not sign here and proceed to next page)*

[illegible]



# Assignment of Rights, Title and Interest in Invention

This is an Assignment of the following rights, title and interest: (check all that apply):

- ☒ United States of America rights, title and interest in the invention  
☒ Foreign rights, title and interest in the invention  
☒ United States Patent Application Serial No. 09/819,736  
 Date of Execution:  
 Date of Filing: March 29, 2001  
☐ United States Patent No(s).  
☐ Other (specify):

Title of the Invention: PREFERRED EMBODIMENT TO LED LIGHT STRING

## Inventor(s) (Assignors)

Name(s)

Address(es)

1. Mark ALLEN

13563 Tiverton Road, San Diego, California, 92130

## Assignee

Name: FIBER OPTIC DESIGNS, INC.

Address: 704 Floral Vale Boulevard, Yardley, Pennsylvania, 19067

*Whereas, we, the above-identified Inventors, have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention");*

*And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee;*

*Now, that for good and valuable consideration, the receipt whereof is hereby acknowledged;*

*We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee,*

*And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any United States Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;*

*And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.*

31 July 2002  
Date

Mark R. Allen, PhD  
Mark ALLEN

☐ Additional Inventors and Signatures are attached

# EXHIBIT E

**MAIL STOP - PETITION****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re U.S. Patent No. 7,066,628 )

David ALLEN )

Atty. Dkt. No.: 5211.019

Serial No. ~~11/755,463~~ 10/755,463 )

Filed: January 13, 2004 )

For: Jacketed LED Assemblies And Lights )  
Strings Containing Same )**MAIL STOP - PETITION**

Commissioner of Patents

PO Box 1450

Alexandria, VA 22313-1450

**DECLARATION OF DAVID ALLEN**

Sir:

I, David Allen, declare and say:

1. I am President of Fiber Optic Design, Incorporated ("Fiber Optic") and I have first-hand knowledge of the facts surrounding the refusal of one inventor, Mr. Mark Allen, to execute the Declaration for the above-identified application (hereinafter "Patent Application"), and I respectfully submit that this Declaration will provide evidence sufficient to meet the requirements of 37 C.F.R. 1.47(b).

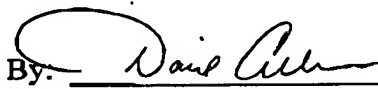
2. I am named as the sole inventor for above-identified U.S. Patent No. 7,066,628. Fiber Optic recently discovered that the inventorship for the '628 patent was erroneous without deceptive intent on my part or the assignee, Fiber Optic Design.

3. I agree to the change of inventorship proposed in the attached petition; i.e., a change to add Mark Allen as a co-inventor for the '628 patent.

4. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: December 16, 2008

By:   
David Allen  
President  
Fiber Optic Design, Inc.